

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THOMAS JAMES,

Plaintiff,

No. 1:23-cv-05533 (EK) (TAM)

OFFER OF JUDGMENT

-against-

OPIE'S OUTPOST, LLC et al.,

Defendant.

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Opie's Outpost, LLC and Stephanie Meyerson ("Defendants"), by their attorneys The Law Offices of Jacob Aronauer, hereby offer to allow judgment to be taken against them, jointly and severally, in favor of Plaintiff, Thomas James ("Plaintiff"), in the sum of \$20,000, inclusive of attorneys' fees, costs, and expenses accrued as of this date and apportioned to the legal representation of Plaintiff. The amount paid to Plaintiff shall be inclusive of all damages, liquidated damages, and interest in full and final resolution of all of Plaintiff's claims against Defendants arising out of, alleged in, or related to the facts and transactions alleged in the above-captioned action. If Plaintiff accepts this Offer of Judgment, the only payment due from Defendant in full resolution of this action shall be \$20,000. Plaintiff shall file a Satisfaction of Judgment within five business days of Defendant's complete payment of any Judgment entered in this action as a result of this Offer of Judgment.

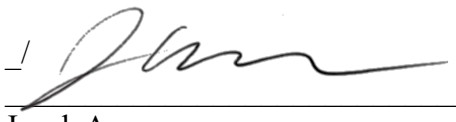
This Offer of Judgment is made for the purposes specified in Federal Rule of Civil Procedure 68, and neither this Offer of Judgment nor any Judgment that may result from this Offer of Judgment shall be construed as either an admission of liability on the part of Defendants or an admission that Plaintiff has suffered any damages.

Acceptance of this Offer of Judgment will act to release and discharge Defendants from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action, including all claims made pursuant to the Fair Labor Standards Act, New York Labor Law, and the New York Wage Theft Prevention Act.

This Offer of Judgment is made pursuant to the provisions of Rule 68 of the Federal Rules of Civil Procedure and shall be deemed withdrawn unless Plaintiff serves written notice of his acceptance within 14 days of the date on which this Offer of Judgment was served. Any evidence of this Offer of Judgment shall be inadmissible except in any proceeding to enforce its terms.

Dated: March 20, 2024
New York, New York

THE LAW OFFICES OF JACOB ARONAUER

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